

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

COLLETTE DELBRIDGE, individually  
and on behalf of others similarly situated,

Plaintiff,

v.

KMART CORPORATION,

Defendant.

No. C 11-02575 WHA

**ORDER RE NOTICE  
OF ERRATA**

The Court has received the stipulated notice of errata and request to modify the parties' settlement agreement. The two substantive changes therein are as follows (modifications identified by bold, strikethrough, and underline):

At Section I, ¶ Q:

"Net Settlement Amount" means the Settlement Amount, less (as approved by the District Court) (i) the Class Representative Payments ~~as approved by the District Court~~ and (ii) the Class Counsel Expenses Payment (which includes settlement of all expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, administering the Settlement, and obtaining dismissal of action).

At Section III, ¶ M(1)(c):


Whether or not the Judgment becomes Final, the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will **not** be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Kmart or any other beneficiary of the releases granted under this Agreement (the "Released Parties"), including, but not limited to, evidence of a presumption,

1 concession, indication or admission by any of the Released Parties  
2 of any liability, fault, wrongdoing, omission, concession or  
3 damage; or (ii) disclosed, referred to or offered in evidence against  
4 any of the Released Parties, in any further proceeding in the  
5 Action, or any other civil, criminal or administrative action or  
6 proceeding except for purposes of effectuating the Settlement  
7 pursuant to this Agreement.

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9 The Court requests that the parties provide briefing not to exceed five pages on whether  
10 new notice and opportunity to opt-out should be provided to class members who may have relied  
11 on the prior versions of these clauses by **NOVEMBER 8 AT NOON**.

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13 **IT IS SO ORDERED.**

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Dated: November 1, 2013.

  
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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE